

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, CAPITOL HILL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**Invitation to Bid**Solicitation Number: **GL6004**Due Date: **07/27/05 at 2:00 PM**

Date Sent: July 8, 2005

**Agency Contract**Goods and services to be purchased: **SELF-PROPELLED BROOMS****Must Complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, Terms and Conditions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes _____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH  
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: GL6004

Due Date: 07/27/05

Vendor Name:

Item#	Qty	Unit	Description	Unit Price
001	1	Each	Self-Propelled Broom according to UDOT Specification 2105 - Revised June 23, 2005. See attached Specifications.	\$
Option 1	1	Each	Strobe Light - <b>Addition</b>	\$
Option 2	1	Each	Inverted Hydraulic Broom Motor - <b>Addition</b>	\$
Identify Parts List and provide percent (%) discount on parts.				Discount %

**REQUIREMENTS:**

This is an Invitation to Bid, therefore, you may either hand deliver or mail in your bid response. **Bid responses that are faxed in will NOT be considered.**

**CHANGES OR MODIFICATIONS TO PROCUREMENT:**

Any modification to this procurement effort shall be made in writing by addendum issued by the state division of purchasing. Only authorized and properly issued addenda shall constitute the official position of the state and shall be binding. Anyone submitting a response to this solicitation, with basis in or on other communication or information received from sources other than through official addendum, assumes full risk including the possibility of a determination of non-responsiveness and may be rejected at the sole discretion of the state.

**BID RESULTS:**

Bid Tabulations will usually be posted within 48 hours after bid closing at [www.purchasing.utah.gov](http://www.purchasing.utah.gov) > Current Bids > Bid Tabulations/Awards > go to bid number, open "File (PDF)".

**QUESTIONS:**

For questions regarding the specifications, please contact Paul Rottmann at 801-965-4078

For bid processing questions, please contact David Gill at 801-538-3254 or [dgill@utah.gov](mailto:dgill@utah.gov).

\*\*\*\*\*

Reference: RX 810 66300000002

Commodity Code: 92979

STATE OF UTAH  
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: GL6004

Due Date: 07/27/05

Vendor Name:

Ship To: Department of Transportation  
Central Shops  
4501 South 2700 West  
Salt Lake City, UT 84119

FREIGHT CHARGES

SHIPPING POINT AND ZIP CODE FOR ITEM #001 SELF-PROPELLED BROOM	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
<div>Q Small package/Ground</div> <div>Q LTL(Less than truck load) NMFC Class # _____ NMFC Item # _____</div> <div>Q Truckload</div> <div>Q Air</div> <div>Q Other (Please specify)</div>	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

**1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

**2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

**5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

**6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**11. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**12. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:  
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

## Specification: 2105 Self-Propelled Broom

UTAH DEPARTMENT OF TRANSPORTATION  
Equipment Operations  
Steve McCarthy - Equipment Operations Manager

UDOT PURCHASING AGENT: PAUL ROTTMANN  
PHONE NO: (801) 416-2080  
FAX NO: (801) 965-4073  
PHONE NO: (801) 965-4078  
E-MAIL: [prottmann@utah.gov](mailto:prottmann@utah.gov)

PREPARED BY: Jeff Casper  
Equipment Specialist  
Phone 801-965-4976  
FAX: (801) 965-4021  
E-MAIL: [jeffcasper@utah.gov](mailto:jeffcasper@utah.gov)  
Revised: September 1, 2004

### SELF-PROPELLED BROOM

#### PUBLICATION

This specification is a product of the Utah Department of Transportation, hereinafter referred to as STATE. STATE does not assume nor accept any liability when this specification is used in the procurement process by any other entity. This bid will result in the purchase of 3 self-propelled brooms and a Two Year Agency Requirements Contract with Two (2) One-Year-Renewal Options. This bid may result in multiple contract awards.

#### PART I: GENERAL CLAUSES AND CONDITIONS

1. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The supplier represents that all equipment offered under this specification shall be new. DISCONTINUED OR DEVELOPMENTAL MODELS ARE NOT ACCEPTABLE.
2. **Supplier shall submit, with the bid, in duplicate, the latest detailed specifications for the offered equipment.** Supplier should submit the latest literature, the literature is for informational purposes only.
3. The units shall be completely assembled and adjusted. All equipment, including standard and supplemental equipment, shall be installed, and the units shall be serviced and ready for continuous operation.
4. All parts not specifically mentioned, but are necessary for the units to be complete and ready for operation, or which are normally furnished as standard equipment, shall be furnished by the supplier. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.
5. The units provided shall meet or exceed all Federal and State of Utah safety, health, lighting and noise regulations and standards in effect, and which are applicable to equipment furnished, at the time of acceptance.
6. It is the intent of STATE to purchase goods, equipment and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
7. STATE encourages all manufacturers to comply, voluntarily, with the Society of Automotive Engineers (SAE) recommended practices.
8. Measurements will be given in the English system.
9. Requests for exception(s) to this bid must be submitted, by fax to Paul Rottmann (801) 965-4073, not later than five business days prior to the bid date. Addenda will be issued to all known bidders and posted on the Utah State Purchasing website, [www.purchasing@utah.gov](mailto:www.purchasing@utah.gov). **Exceptions shall not be granted to requests made after this deadline.**

## Specification: 2105 Self-Propelled Broom

10. Failure to provide and comply with Part I of bidder submitted specifications will result in bid(s) being declared non-responsive.

### **PART II, GENERAL SPECIFICATIONS**

#### **1. SCOPE:**

This specification describes a self-propelled broom. These devices shall be complete, assembled, mounted, serviced, tested and certified in accordance with these specifications and shall meet or exceed all the following requirements.

EXAMPLE(S): Rosco RB48 or U.D.O.T. pre-approved equal.

#### **2. NOTICE TO BIDDERS:**

Any example shown is listed to show type and class of equipment desired. Bidders are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example. Bidders are cautioned that units delivered to the FOB points, which do not meet specifications in every aspect will not be accepted.

### **PART III, DETAILED SPECIFICATIONS, SELF-PROPELLED BROOM**

#### **1. ENGINE:**

- 1.1 Turbo diesel 80 hp minimum.
- 1.2 Shall have heavy-duty, dry-type air cleaner with backup safety element and pre-cleaner.
- 1.3 Shall have 12 volt system with minimum 60 amp alternator.
- 1.4 Fuel reservoir shall be 20 gallons minimum.

#### **2. TRANSMISSION:**

- 2.1 Shall have a hydrostatic drive that is capable of 22 mph minimum.

#### **3. AXLE'S:**

- 3.1 Front axle shall be an oscillating heavy-duty truck type.
- 3.2 Rear axle shall be heavy, semi-float type differential type.
- 3.3 Tires shall be ST 235 x 75-15R load range C with 6 ply rating.
- 3.4 Wheels shall be 4 steel disc 15 inch diameter and shall be 5 lug minimum.
- 3.5 Spare wheel and tire shall be mounted on the sweeper.

#### **4. HYDRAULIC:**

- 4.1 Steering shall be orbital hydrostatic type.
- 4.2 Hydraulic reservoir shall be 20 gallon minimum.
- 4.3 Hydraulic system shall include a filter and a safety relief valve.



## Specification: 2105 Self-Propelled Broom

### 5. BRUSH:

- 5.1 Shall have a joystick control with variable down pressure control or approved equal.
- 5.2 Drive mechanism consists of direct-drive hydraulic motor enclosed in broom core.
- 5.3 Broom filler shall consist of an 8' minimum, segmented broom with convoluted wafers that are 50% steel and 50% polypropylene.
- 5.4 Sweep angle shall be 45 degrees, left or right minimum.
- 5.5 Sweeping speed shall be 190 rpm minimum and shall be variable.
- 5.6 Shall include a brush shield that will cover the top 140 degrees of the broom and shall raise and lower with the broom.
- 5.7 Shall include a 150 gallon brush watering system.

### 6. MAIN FRAME:

- 6.1 Frame shall be constructed of solid weld heavy duty structural steel.
- 6.2 Shall include pintle eye.
- 6.3 Identification:
  - 6.3.1 Units shall have a metal tag permanently attached to the left side of draw-bar with the following information: Manufacture's name, year of manufacture, model number and serial number. Also, 2 inch high U.D.O.T. 6 digit unit numbers, located on the left side of the draw-bar. The unit number shall be applied by welding directly to the metal or by welding on a steel plate with the number.
- 6.4 Shall include tow package.

### 7. CAB:

- 7.1 The instrumentation shall include the following: Oil pressure gauge, water temperature gauge, voltmeter, tachometer, hour meter, and fuel gauge.
- 7.2 Cab shall be a fully enclosed ROPS with two doors.
- 7.3 The cab shall include an air conditioner, heater, defroster, suspension seat with seatbelt, horn, dual west coast style mirrors and a dome light.

### 8. PAINT:

- 8.1 Complete unit shall be painted manufacture's standard color. Dealers advertising shall be omitted.

### 9. ELECTRICAL:

- 9.1 Shall include two head lights, stop turn and tail lights.
- 9.2 Shall include front and rear wiper/washer's.

## Specification: 2105 Self-Propelled Broom

- 9.3 Shall include rear work light.
- 9.4 Shall have a 22 inch amber dual rotator light bar mounted on top of the ROPS cab. Shall be mounted such that the air conditioner does not interfere with light bar visibility.

THE FOLLOWING OPTION'S ARE IN ADDITION TO THE SAME GENERAL SPECIFICATION.

### 10. OPTIONS

OPTION #1 Strobe Light.

*Option Price* \_\_\_\_\_

OPTION #2 Inverted hydraulic motor on broom core to allow sweeping as close to broom core edge as possible.

*Option Price* \_\_\_\_\_

## PARTS AND SERVICE

Bidder shall list source of parts and service of purposed equipment. Service center shall be located in the Salt Lake City area, consideration will not be given to bidders unable to satisfy the Utah Department of Transportation or the Division of Purchasing as to the adequacy of their service facilities and the availability of replacement parts.

## PART IV: DELIVERY, DOCUMENTATION, ACCEPTANCE AND PAYMENT

### 1) DELIVERY REQUIREMENTS

Delivery shall be within 90 days after receipt of order. At State's option, an extension may be granted, whichever is in State.'s best interest. Unless a delivery extension is granted for acceptable reasons due to circumstances beyond the vendor's control, liquidated damages of \$20.00 will be deducted from the invoice for every working day after the expiration of the number of days shown on the purchase order until the units are delivered. This provision is not intended as a penalty but as liquidated damages.

- a) Delivery shall be at no additional charge for locations within a fifty (50) mile radius of the State Capital building. Delivery will be at the STATE headquarters in Salt Lake City, Utah.

### 2) TRAINING

- a) INSTRUCTION ON SAFETY, OPERATION AND MAINTENANCE: The vendor shall provide the services of a competent, factory-trained, technician thoroughly trained in the use and operation of the units offered to STATE.

Vendor shall provide instruction on safety, operation and preventive maintenance of the units, after the units have been delivered and is ready for operation but prior to payment. The instruction shall include a full demonstration of all units' functions on the unit(s) delivered. Instruction shall identify potentially hazardous situations when working.

- a) LESSON PLAN: The supplier shall furnish a copy of the units manufacturer's approved lesson plan for the instructional training required, within 30 days after award of the purchase order. The lesson plan may be taken from the operator's manual, provided all necessary information is included.

### 3) DOCUMENTATION

## Specification: 2105 Self-Propelled Broom

- a) **Delivery must include Supplier's Invoice, a Copy of Warranty(s) and an Operator=s Manual for each unit.**
  - i) **Operators Manual to include check list for data collection start up procedure, check list for data collection shut down procedure, check list for winter storage, check list for return to service.**
- b) **Delivery must also include two (2) complete sets of parts lists, and two (2) sets of shop (repair) manuals at no additional charge.**
- c) **Shall include one complete set of replacement filters.**

### 4) ACCEPTANCE

- a) All equipment ordered with this request will be subject to acceptance inspection and performance testing upon receipt.
- b) Acceptance inspection and performance testing will not take more than five working days, weather permitting.
- c) The vendor will be notified within this time frame of any units that do not comply with the purchase order specifications.
- d) If any units are canceled for non-acceptance, the needed equipment may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

### 5) PAYMENT

- a) Invoices will not be approved for payment until all of the required spare parts, filters, documentation and manuals have been received and the equipment has been accepted.